

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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Ashley Villa, *on behalf of herself and others  
similarly situated in the proposed FLSA Collective  
Action,*

Case No.: 23-cv-05772

**FED.R.CIV.P. 68 JUDGMENT**

*Plaintiff,*

*- against -*

Little Scholars Childcare LLC, Kidz Town of Dutchess  
Corporation, and Sidiq Mohamed Alrobeyee,

*Defendants.*

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WHEREAS pursuant Rule 68 of the Federal Rules of Civil Procedure, Defendants Little  
Scholars Childcare LLC and Kidz Town of Dutchess Corporation (the “Defendants”), having  
offered to allow Plaintiff Ashley Villa (“Plaintiff”) to take a judgment against the Defendants in  
this action for the total sum of Twelve Thousand Dollars and Zero Cents (\$12,000.00) (the  
“Judgment Amount”), payable as follows:

1. Two Thousand Dollars and Zero Cents (\$2,000.00) (the “Initial Payment”) shall  
be payable on or before November 15, 2023;
2. Two Thousand Dollars and Zero Cents (\$2,000.00) (the “Second Payment”)  
shall be payable on or before December 15, 2023; and
3. Eight Thousand Dollars and Zero Cents (\$8,000.00) (the “Final Payment”) shall  
be payable on or before January 31, 2024.

WHEREAS, in the event of Defendants’ failure to make any payment when due as set forth  
above, or if any wire transfer or check given as payment hereunder is dishonored, Plaintiff’s  
counsel shall notify Defendants via email to Vincent Garcia at vgarciaedd@gmail.com with a  
copy to Defendants’ counsel, by email at: (i) Christina Pantazis (cpantazis@balch.com); and (ii)  
Jeremy Rutherford (Jrutherford@balch.com); and (iii) Jeff Starling, (jstarling@balch.com), of

Defendants' default. In the event that Defendants fail to cure said late payment(s) or dishonor of any such payment(s) within seven (7) days of being notified of same, they shall be in default. The Parties agree that Defendants shall only be entitled to one (1) notice to cure.

WHEREAS, in the event of Defendants' failure to timely cure a default when due as set forth above, the breach shall result in accelerated payment of 200% of the remaining Judgment Amount. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default.

WHEREAS, in the event of Defendants' failure to timely cure a default when due as set forth above, Plaintiff may also file the UCC lien on: Vincent Garcia's interest in the residential property located at 2407 Ridgecrest Dr., Garland, TX 75041 (Block: 8, Lot: 17), reflected in Exhibit "A", in the amount of 200% of the remaining Judgment Amount. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default.

WHEREAS, if any signature of Vincent Garcia, or any Defendant, is required in order to perfect the contemplated lien pursuant to Article 9 of Uniform Commercial Code, such document shall be completed, signed by the necessary person(s), and promptly delivered to Plaintiff's Counsel to be held in escrow in accordance with the provisions of this Offer of Judgment. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an uncured default. In light of the foregoing, Defendants acknowledge neither this provision nor the appended UCC lien (Exhibit "A") constitute a penalty or forfeiture under the New York substantive law of contract, and after consultation with their counsel, they irrevocably warrant and covenant that no such argument shall ever be made in opposition to any motion for entry of judgment, foreclosure of the lien or for related relief, nor

shall any such argument be made in support of any motion to vacate any default. It is also understood that this default provision was an essential condition for extending the Defendants' time to make payment hereunder, and Plaintiffs insisted upon this provision to ensure that the amounts due hereunder are given first lien priority among the Defendants' other financial obligations.

ORDERED, ADJUDGED, AND DECREED, that Plaintiff has judgment in the amount of \$12,000.00 as against Defendants.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that this action is hereby dismissed with prejudice as against Defendants.

Dated: November 2, 2023  
New York, New York

SO ORDERED:

*Paul S. Sandoe*

# EXHIBIT A

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Levin-Epstein & Associates, P.C.  
 Attn: Jason Mizrahi, Esq.  
 60 East 42nd Street, Suite 4700  
 New York, NY 10165

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	Garcia	Vincent		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2407 Ridgecrest Dr.		Garland	TX	75041
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
Not Applicable				<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
Not Applicable				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	Levin-Epstein & Associates, P.C., Jason Mizrahi, Esq. and Joshua D. Levin-Epstein, as Attorney for Ashley Villa.			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
60 East 42nd Street, Suite 4700		New York	NY	10165

4. This FINANCING STATEMENT covers the following collateral:

Debtor's interest in that certain residential property located at 2407 Ridgecrest Dr., Garland, TX 75041, and any replacement or additional proprietary interests and / or lease amendments or replacements.

This property financing statement shall be effective until a termination statement is filed.

Full Address: 2407 Ridgecrest Dr., Garland, TX 75041-1410

1: RIDGECREST PARK ESTATES

2: BLK 8 LOT 17

3:

4: INT20100005700 DD01072010 CO-DC

5: 4835000801700 1CG48350008

5. ALTERNATIVE DESIGNATION [if applicable]  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA